



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

The rule stated in the leading case is supported by the decisions of the Federal courts, and of those of many of the States. *Irvine v. Irvine*, 9 Wall., 617; *Wilson v. Branch*, 77 Va., 65; *Cressinger v. Lessee of Welch*, 15 Ohio, 156; *Voorhees v. Voorhees*, 24 Barb., 150 (N. Y.); *Prout v. Wiley*, 28 Mich., 164. On the other hand, almost an equal number of courts hold that the deed must be disaffirmed by the infant within a reasonable time after reaching majority, and the reasonableness is to be determined in view of all the circumstances. *Kline v. Beebe*, 6 Conn., 494; *Hastings v. Dollarhide*, 24 Cal., 195; *Goodnow v. Lumber Co.*, 31 Minn., 468; *Searcy v. Hunter*, 81 Tex., 644. This seems to be the English rule. *Holmes v. Blogg*, 8 Taunt., 35; *Dublin Railway v. Black*, 8 Exch., 181. In some states this is a statutory provision. *Wright v. Germain*, 21 Ia., 585; *Bentley v. Greer*, 100 Ga., 35; *Johnston v. Gerry*, 34 Wash., 524. Where the facts are not disputed, the question of reasonableness is for the court. *Goodnow v. Lumber Co.*, 31 Minn., 468. Some courts hold that, while the deed must be disaffirmed within a reasonable time, as a matter of law the time fixed by the statute of limitations within which an action to recover land must be brought is a reasonable time. *Blankenship v. Stoot*, 25 Ill., 132.

INJUNCTION—DAMAGES—ATTORNEY'S FEES.—ALBERS COMMISSION CO. ET AL. V. SPENCER ET AL., 139 S. W., 321 (Mo.)—*Held*, that attorney's fees for services incurred by defendant in procuring the dissolution of a temporary injunction wrongfully sued out are a part of the damages, but where the injunction was dissolved below, the services of attorneys to resist its re-establishment on appeal, there being no *supersedeas*, cannot be recovered on the bond.

The weight of authority, as pointed out in *High on Injunctions*, Sec. 1685, sustains the right to recover attorney's fees paid in procuring the dissolution of an injunction. *Keith v. Henkleman*, 173 Ill., 137; *Wisconsin M. & F. Ins. Co. Bank v. Durner*, 114 Wis., 369; *Porter v. Hopkins*, 63 Cal., 53. And yet in the Federal courts the rule is well established that counsel fees are not a proper element of damage in a suit upon an injunction bond. *Missouri K. & T. Ry. Co. v. Elliott*, 184 U. S., 530; *in re Hines*, 144 Fed., 147. And such is the rule in a number of States. *Wisecarver v. Wisecarver*, 97 Va., 452; *Sensening v. Parry*, 113 Pa., 115. The majority of States refuse to extend the damages recoverable to counsel fees sustained after the injunction has been dissolved and an appeal taken. *Cors v. Tompkins*, 51 Ill., App. 315; *Elmwood Mfg. Co. v. Rankin*, 70 Ia., 403. And thus in *Neiser v. Thomas*, even though the dissolution was accompanied by a *supersedeas* bond. *French Piano Co. v. Porter*, 134 Ala., 302.

INSURANCE—FRATERNAL INSURANCE—PARTIES ENTITLED TO FUNDS.—ROYAL LEAGUE V. SHIELDS, 96 N. E., 45 (ILL.)—*Held*, that where a fraternal benefit association is organized to issue certificates for the benefit of the families, heirs, relatives of, or persons dependent on, the member, the designation of a person not within the classes enumerated is void and the funds go to the beneficiary designated by law. *Vickers, Cartwright, and Farmer, JJ., dissenting.*